

DCF Concurrence

Originator:	Michael Donnelly
Document Type:	Contract Request
Document Name:	Public Consulting Group End-Dependence Kansas Contract
Return to name:	Michael Donnelly, 368-8204
Phone #:	

Date Originated:	5/3/2015
PR#	2839D
SC#	36651
Deadline:	05/06/15
AS PO#	28465
Concurrence Meeting	5-6-15

Priority Order		Concur	Non-concur	Initials	Date	Comments
9	SECRETARY	✓		MS	6/1/15	
8	CHIEF OF STAFF	✓		MS	6/1/15	Support Audit rec.
7	LEGAL	✓		MS	5-6-15	
6	AUDIT	✓		MSH	6/1/15	I would recommend, due to project size, that DCF Audits evaluate Contract.
	FRAUD					
4	FS-DEPUTY SECRETARY	✓		JC	5-6-15	Contract performance & Compliance (end of yr. 1).
	FS-SPECIAL ASST.					
	PPS					
	CSS					
	EES					
1	REHAB SERVICES	✓		MS		
	FBCI Director					
	OPER/PUB AFFAIRS-DEP. SEC.					
	OPER - Special Assistant					
	STRATEGIC DEVELOPMENT	✓				
2	GRANTS & CONTRACTS	✓		MS	5/27/15	
	COMMUNICATIONS					
3	FINANCIAL MANAGEMENT	✓		MS	5/29/15	
	ITS - CIO					
5	LEGISLATIVE/POLICY	✓		MS	5/20/15	
	PROPERTY MANAGEMENT					

Brief Summary of Documents and Explanation of Action Required

Please review this request to contract with the Public Consulting Group as part of the End-Dependence Kansas initiative. PCG was selected using the standard TPR process. This contract will assure comprehensive training and technical assistance on evidence-based employment practices for people with disabilities. It will also assure a strong program evaluation component. Thank you for your consideration.

Rehabilitation Services
555 S Kansas Ave., 3rd Floor
Topeka, KS 66603



Phone: (785) 368-7471
Fax: (785) 368-7467
TDD: (785) 368-7478
www.dcf.ks.gov

Phyllis Gilmore, Secretary

Sam Brownback, Governor

May 22, 2015

Nathan Grossman
Associate Manager
Public Consulting Group
148 State Street, 10th Floor
Boston, MA 02109

Re: Task Proposal Request (TPR) #2014-0006

Dear Mr. Grossman:

Please recognize this letter as acceptance of your proposal to perform the training, technical assistance, and program evaluation component for our End-Dependence Kansas initiative. This letter also accepts the optional portion of your proposal covering the automated data collection tool. PCG will contract with the software provider, and the expenses are incorporated into the annual budget for this contract, as specified below.

All of the work identified in letter of acceptance is to be performed through the Master Contract #36651, Event #902, for Program Evaluation, Analysis and Quality Assurance. In addition, the work shall be in accordance with our Task Proposal Request Number #2014-0006 and your proposal dated January 20, 2015. These documents are attached and incorporated into this agreement. Key provisions are summarized as follows:

- Estimated length of service: 5 years
- Estimated start date: July 1, 2015
- Target completion date: June 30, 2020
- At the following rates:
 - Engagement Manager - \$280 per hour
 - Strategic Advisory Committee Support (average) - \$270 per hour
 - Implementation Design Lead - \$223 per hour
 - Implementation Project Manager - \$142 per hour
 - Operations Manager - \$128 per hour
 - Operations Support - \$65 per hour
 - Operations Team (average) - \$208 per hour
- Location: As specified in the Public Consulting Group (PCG) proposal, locations may include PCG offices; Department for Children and Families (DCF) offices, Topeka, KS; and service provider offices in various Kansas

Strong Families Make A Strong Kansas

communities. PCG will employ two full-time positions to be stationed in Kansas (Operations Manager and Support Staff).

- Budget: As specified in the Public Consulting Group (PCG) proposal, the budget for training, technical assistance and evaluation is as follows:
Year 1: \$629,930
Year 2: \$559,679
Year 3: \$570,873
Year 4: \$582,290
Year 5: \$593,936
Total: \$2,936,708
- Information Technology option pending further review and final approval The budget for the automated data collection system is as follows:
One-time implementation and training cost: \$100,000
5-Year License: \$570,000
Total: \$670,000

In carrying out the contract, PCG agrees to work in a harmonious and cooperative fashion with DCF/Rehabilitation Services staff and service providers; to contribute to an optimistic work environment through a positive, helpful, courteous demeanor towards all parties involved.

We're looking forward to getting started on this important project and to working with your team to accomplish the project goals.

CONTRACT PERSONNEL

DCF reserves the right to approve/disapprove all employees of the Contractor, as well as the ability to request that an employee be replaced or terminated at any time, with or without cause, in the best interest of the agency. Failure of the Contractor to comply shall constitute a contract violation.

The vendor agrees that, for circumstances within the vendor's control, proposed vendor staff in key roles shall remain on this project, that their level of involvement will not decrease beyond that proposed, and that they will not be reassigned or replaced by less proficient vendor staff through the life of this agreement. Any proposal by the vendor for changes to or replacement or substitution of key vendor staff throughout the duration of the project must be submitted to DCF for review and approval.

In the event that a key vendor staff replacement is required, or requested by DCF, DCF shall have the right to review resumes, interview replacement candidates, check candidate references and, at their discretion, accept or reject proposed replacements. In no event shall such changes in key vendor staff take effect without the written consent of DCF. In the event that the vendor cannot present a suitable replacement to DCF's satisfaction, DCF reserves the right, in addition to applicable liquidated damages, to recruit for a replacement and/or contract for a replacement at the vendor's expense.

GENERAL RELATIONSHIP

Contractor agrees that in all matters relating to this Agreement that it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of the Agreement. Contractor shall have no right, power or authority to create any obligation, expressed or implied, on behalf of DCF and shall have no authority to represent DCF as an agent.

Neither Contractor nor Contractor's personnel shall be deemed to be employees of the State. Contractor shall take appropriate measures to insure that its personnel who perform services are adequately covered by any and all employer related taxes and insurance in accordance with applicable law.

Contractor and DCF concur that this Agreement is not assignable by either party. Each party shall be responsible for the acts and omissions only of its own staff, employees, officers and agents.

SUBCONTRACTOR

Contractor shall not assign, transfer, sublet or delegate this agreement or its power to execute this agreement to any other person, company or corporation, in whole or in part without consent and approval in writing from DCF.

All terms, conditions and requirements of the agreement shall apply without qualification to any services performed or goods provided by any subcontractor.

DCF reserves the right to approve/disapprove all sub-contractors of the Contractor, as well as the ability to request that a sub-contractor or its employee(s) be replaced or terminated at any time, with or without cause, in the best interest of the agency

SECURITY CLEARANCE FOR CONTRACTOR AND SUB-CONTRACTOR STAFF

The contractor shall complete and submit the Security Clearance Form as specified in Task Proposal Request #2014-0006 for each employee working on the End-Dependence Kansas initiative. In addition, all sub-contractor staff are subject to the same Security Clearance process. PCG shall be responsible to submit the completed Security Clearance Forms for its employees and sub-contractor staff directly to the RS Director.

BILLING AND PAYMENT

1. Invoices:

Contractor shall provide DCF Rehabilitation Services with accurate and timely invoices. The invoices should accurately reflect the activities for the time period it covers.

These invoices will be due in accordance with the schedule outlined in the PCG proposal.

The invoices submitted must be signed and include the time frame for the billing period covered with the number of hours worked.

All notices and correspondence shall reference TPR #2014-0006 and be sent to:

Mr. Grossman
May 7, 2015
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Michael Donnelly, Director
Rehabilitation Services
Kansas Department for Children and Families
555 S. Kansas Ave., 3rd Floor
Topeka, KS 66603
Michael.Donnelly@dcf.ks.gov
Phone: 785-368-8204
Fax: 785-368-7467

As the Program Manager for this agreement, Mr. Donnelly will be working with the Contractor throughout project period to monitor this project and provide assistance as needed. Any project related questions may be addressed with him.

2. Payments:

Upon receipt of Contractor's invoice, payment for goods and services shall be made. DCF shall pay any amounts due and payable within 30 days after receipt of a valid invoice. Payment will be sent to:

Public Consulting Group
148 State Street, 10th Floor
Boston, MA 02109

COMPENSATION

Contractor agrees to provide all of the goods and services covered under this agreement. Total compensation shall not exceed \$3,606,708. All payments shall be in accordance with the Kansas Prompt Payment Act.

In the event that the Public Consulting Group (PCG) does not provide the services listed under this agreement, or only provides a portion of the services, DCF reserves the right to withhold payments until such time as PCG can demonstrate that the services have been provided.

AMENDMENT (MODIFICATIONS)

This Agreement may be amended by the mutual consent of both parties at any time during this term. Amendments to this Agreement shall be in writing and signed by both parties, or their authorized representatives. No alteration or variation of the terms and conditions of the Agreement shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

The State of Kansas' current financial situation does not make it possible for DCF to make firm, unalterable financial commitments. In the event DCF determines lack of funding requires a modification of the agreement, DCF reserves the right to renegotiate terms and conditions of the agreement with the contractor. The contractor agrees to cooperate with DCF in renegotiating this agreement should DCF determine that such modification is necessary to manage the resources available to DCF.

In the event DCF is subject to formal funding reduction or allotment, DCF reserves the right to alter or adjust the payment amounts or terms of this agreement to meet funding reductions or allotments by sending a written notice of such alternations or adjustments to the contractor 15 days before such alteration or adjustments become effective. Should the contractor believe there is a need to modify other terms or conditions of the agreement, DCF will, in good faith, negotiate regarding the terms of the agreement.

CONFIDENTIALITY

Contractor agrees that confidentiality of record and client information and information shared by DCF staff is essential to this Agreement. Contractor understands that no disclosure, discussion, publication or further distribution of this information to any third party is authorized by DCF. This duty to protect confidentiality shall survive the expiration or termination of this Agreement. This duty shall not prohibit Contractor from complying with court orders or mandated reporting requirements and cooperating in investigations as required by the State of Kansas statutes.

No private or confidential data collected, maintained or used in the course of performance of this agreement shall be disseminated by either party except as authorized by statute, either during the period of the agreement or thereafter. Contractor shall agree to return any or all data furnished by DCF promptly at the request of DCF in whatever form it is maintained by contractor. On the termination or expiration of this agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by State, shall destroy or render it unreadable.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Confidentiality HIPPA, 1996:

DCF is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that DCF could not. This protection continues as long as the data is in the hands of the Contractor/Grantee.

Definition: For purposes of this section, the terms "Protected Health Information" and "PHI" mean individually identifiable information in any medium pertaining to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for provision of health care to an individual, that Grantee receives from DCF or that Contractor/Grantee creates or receives on behalf of DCF. The terms "Protected Health Information" and "PHI" apply to the original data and to any data derived or extracted from the original data that has not been de-identified.

Electronic protected health information (EPHI) is a subset of PHI and means individually identifiable health information that is transmitted by or maintained in electronic media.

- a) Required/Permitted Uses Section 164.504(e)(2)(i): Contractor/Grantee is required/permitted to use the PHI for the following purposes:
 - i. Any activity required to ensure compliance and fulfill contract obligations
- b) Required/Permitted Disclosures Section 164.504(e)(2)(i): Contractor/Grantee shall disclose DCF' PHI only as allowed herein or as specifically directed by DCF.

- c) Limitation of Use and Disclosure Section 164.504(e)(2)(ii)(A): Contractor/Grantee agrees that it will not use or further disclose the PHI other than as permitted or required by this Contract or as required by law.
- d) Disclosures Allowed for Management and Administration Section 164.504(e)(2)(i)(A) and 164.504(e)(4)(i): Contractor/Grantee is permitted to use and disclose PHI received from DCF in its capacity as a Contractor/Grantee to DCF if such use is necessary for proper management and administration of the Contractor/Grantee to carry out the legal responsibilities of the Contractor/Grantee.
- e) Minimum Necessary: Contractor/Grantee agrees to limit the amount of PHI used and/or disclosed pursuant to this section to the minimum necessary to achieve the purpose of the use and disclosure.
- f) Safeguarding and Securing PHI Section 164.308, 164.310, 164.312, 164.314 and 164.504(e)(2)(ii)(B): Contractor/Grantee agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI and or EPHI that the Contractor/Grantee creates, receives, maintains or transmits. Contractor/Grantee will furnish DCF with a written description of such safeguards taken upon request. Contractor/Grantee agrees to allow authorized representatives of DCF access to premises where the PHI and or EPHI is kept for the purpose of inspecting physical security arrangements.
- g) Agents and Sub-Contractor Section 164.504(e)(2)(ii)(D): Contractor/Grantee will ensure that any entity, including agents and sub-Contractor, to whom it discloses PHI received from DCF or created or received by Contractor/Grantee on behalf of DCF agrees to the same restrictions and conditions that apply to Contractor/Grantee with respect to such information.
- h) Right to Review: DCF reserves the right to review terms of agreements and contracts between the Contractor/Grantee and sub-Contractor as they relate to the use and disclosure of PHI belonging to DCF.
- i) Ownership: Contractor/Grantee shall at all times recognize DCF' ownership of the PHI.
- j) Notification Section 164.304, 164.314(a)(C) and 164.504(e)(2)(ii)(C) : Contractor/Grantee shall notify DCF both orally and in writing of any use or disclosure of PHI and or EPHI not allowed by the provisions of this Contract of which it becomes aware, and of any instance where the PHI is subpoenaed, copied or removed by anyone except an authorized representative of DCF or the Contractor/Grantee. The Contractor/Grantee shall report to DCF any security incident within 5 business days of becoming aware of such incident. For the purposes of this paragraph, "security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification or interference with systems operations in an information system.
- k) Transmission of PHI Section 164.312(c)(1) and 164.312(c)(2): Contractor/Grantee agrees to follow the HIPAA standards with regard to the transmission of PHI.

- l) Employee Compliance with Applicable Laws and Regulations: Contractor/Grantee agrees to require each of its employees having any involvement with the PHI to comply with applicable laws and regulations relating to confidentiality and privacy of the PHI and with the provisions of this Contract.
- m) Custodial Responsibility: The Contractor is designated as the custodian of PHI and will be responsible for observance of all conditions of use. If custodianship is transferred with the organization, Contractor/Grantee will notify DCF promptly.
- n) Access, Amendment, and Accounting of Disclosures Section 164.504(e)(2)(ii)(E-G): Contractor/Grantee will provide access to the PHI in accordance with 45 C.F.R. Section 164.524. Contractor/Grantee will make the PHI available for amendment and incorporate any amendments to the PHI in accordance with 45 C.F.R. Section 164.526. Contractor/Grantee will make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. Section 164.528.
- o) Documentation Verifying HIPAA Compliance Section 164.504(e)(2)(ii)(H): Contractor/Grantee will make its policies, procedures and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of Health and Human Services for purposes of determining DCF's compliance with 45 C.F.R. Parts 160 and 164. Contractor/Grantee will make these same policies, procedures and documentation available to DCF or its designee upon request.
- p) Contract Termination Section 164.314(a)(2)(i)(D) and 164.504(e)(2)(ii)(I) : Contractor/Grantee agrees that within 60 days of the termination of this Contract, it will return or destroy, at DCF's direction, any and all PHI that it maintains in any form and will retain no copies of the PHI. If the return or destruction of the PHI is not feasible, the protections of this section of the Contract shall be extended to the information, and further use and disclosure of PHI is limited to those purposes that make the return or destruction of PHI infeasible. Any use or disclosure of PHI except for the limited purpose is prohibited.
- q) Termination for Compliance Violation Section 164.314(a)(2)(i)(D), 164.504(e)(2)(iii) and Section 164.504(e)(1)(ii): Contractor/Grantee acknowledges that DCF is authorized to terminate this Contract if DCF determines that Contractor/Grantee has violated a material term of this section of the Contract. If termination of the Contract is not feasible due to an unreasonable burden on DCF, Contractor/Grantee's violation will be reported to the Secretary of Health and Human Services, along with steps DCF took to cure or end the violation or breach and the basis for not terminating the contract.

DEBARMENT

Contractor warrants that it is currently not debarred from participation in any federal or state funded programs and that it shall immediately provide notice to DCF Rehabilitation Services, in the event it becomes debarred during the term of this Agreement.

AUDIT CLAUSE

Neither party to the contract shall prohibit or prevent the Legislative Division of Post Audit, DCF Office of Audit and Consulting Services, or any authorized federal or state representative and/or auditors from having access to any records, documents, or other information- confidential or otherwise-regarding or relating to the execution and/or performance of this agreement. (See K.S.A. 46-1101 et seq.)

RETENTION OF RECORDS

Unless DCF specifies in writing a shorter period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this agreement for a period of six (6) years from the date of the expiration or termination of this agreement. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds six (6) years.

HOLD HARMELESS

The Contractor shall indemnify DCF against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in a way incidental to or arising out of the occupancy, use, service, operations or performance of work under this Agreement.

Neither the State of Kansas nor DCF shall hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et.seq.).

FORCE MAJEURE

The Contractor shall not be held liable if the failure to perform under this agreement arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, quarantine, strikes other than by the contractor's employees, and freight embargoes.

CRIMINAL PROVISIONS

By acceptance of this Agreement, the Contractor declares and assures that they have not been convicted for any criminal offenses that indicate a lack of integrity or honesty. Crimes indicating a lack of integrity or honesty include but are not limited to the following: any conviction of federal, state or local laws for embezzlement; theft; forgery; bribery; falsification or destruction of records; receiving stolen property; racketeering; and violation of antitrust laws. Any conviction(s) incident to obtaining or attempting to obtain or performing a public or private contract or subcontract; or conviction of any other offense which impacts the performance and/or responsibility of a contractor or subcontractor are also considered as offenses which lack of integrity and honesty. The Contractor shall ensure that any employees hired for this agreement are not on any register indicating a problem with the law or abusive or neglectful acts or crimes against persons such as KBI, DCF Central Child Abuse Registry, Adult Protective Services Register, etc.

OWNERSHIP RIGHTS

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this agreement shall be owned by DCF. Contractor may not release any materials without the written approval of DCF.

PUBLICITY RELEASES

Only DCF is authorized to issue news releases relating to this Contract, its evaluation, award and/or performance of the agreement.

TERMINATION OF CONTRACT/AGREEMENT

Termination for Cause: The Director of Rehabilitation Services may terminate this agreement, or any part of this agreement, for cause under any one of the following circumstances:

1. The Contractor fails to make delivery of goods or services as specified in this agreement; or
2. The Contractor fails to perform any of the provisions of this agreement, or so fails to make progress as to endanger performance of this agreement in accordance with its terms.

The Rehabilitation Services Director shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Rehabilitation Services Director shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

Termination for Convenience: The Rehabilitation Services Director may terminate performance of work under this agreement in whole or in part whenever, for any reason, the Rehabilitation Services Director shall determine that the termination is in the best interest of the State of Kansas. In the event that the Rehabilitation Services Director elects to terminate this agreement pursuant to this provision, he shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

CONFLICT OF INTEREST

The Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the State and who are providing services involving this Agreement or similar in nature to the scope of this Agreement to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any State employee who has participated in the making of this Agreement until at least two year after his/her termination of employment with the State.

GOVERNING LAW; CONSENT TO JURISDICTION

This Agreement shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of Kansas and, to the extent applicable, the United States of America.

Any dispute arising out of, or any suit or other proceedings pursuant to or arising out of this Agreement shall be subject to the jurisdiction of a court of competent jurisdiction located in the county of Shawnee, State of Kansas, and Contractor shall take any and all necessary or appropriate action to submit to the jurisdiction of such court.

DA-146(a)

The provisions found in Contractual Provisions Attachment (form DA-146(a) which are attached hereto and executed by the parties to this Agreement, are hereby incorporated in this Agreement and made a part hereof.

CONTRACT/AGREEMENT DOCUMENTS

The contract/agreement documents shall consist of the following documents. In the case of ambiguity or conflict in the contract/agreement documents, the following order of precedence shall govern:

- a) Form DA-146a;
- b) any amendments to this Agreement;
- c) this Agreement; and
- d) any exhibits to this agreement.

SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this agreement shall not be affected, and each provision of this agreement shall be enforced to the fullest extent permitted by law.

CAPTIONS

The descriptive headings of this agreement are for convenience only and shall not be deemed to affect the meaning of any provision.

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties and supersedes all other prior written or oral contract between the parties with respect to the subject matter hereof.

Mr. Grossman

May 7, 2015

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

For Public Consulting Group:

David H. Hoshorn 6-12-15
Signatory Date
Title: President

For the Kansas Department for Children and Families:

Phyllis Gilmore 5/29/15
Phyllis Gilmore Date
Secretary

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

End-Dependence Kansas: Putting Kansans With Disabilities On The Road To Success

Please note: The announcement of the End-Dependence Kansas project is being made in conjunction with the celebration of October as Disability Employment Awareness Month. Earlier this month, Governor Sam Brownback issued a proclamation recognizing the skills, reliability and productivity that Kansans with disabilities bring to the workforce.

A consistent theme raised in our Medicaid reform town hall meetings was the need to substantially increase the numbers of Kansans with disabilities engaged in meaningful employment with real wages and full integration. The project we are introducing today is the next in many steps taken to meet that need.

End-Dependence Kansas is a five-year, five-agency, \$25-million project to empower Kansans with disabilities to engage in and maintain meaningful employment. The project will accomplish this goal by garnering and focusing the collective resources of five of our largest and most important cabinet agencies to assist our community partners to build their own capacity to implement evidence-based employment services and supports for Kansans with disabilities interested in and committed to competitive, integrated employment.

As a five-cabinet agency project, End-Dependence is unique and a model for other states of what can be accomplished as different agencies remove the barriers to cooperation and agree on a singular mission – to help our citizens with disabilities get and keep jobs in their communities just like everybody else. That is the mission of each of the partners in this project. The partners are the Departments for Children and Families (DCF), Aging and Disability Services (KDADS), Commerce, Health and Environment (KDHE) and Corrections. A high percentage of persons served by each agency also receive supports or services from the other agencies partnering in this project. Since we serve these individuals collectively, then, the goal to increase employment outcomes demands a collective response. End-Dependence will eliminate duplication of effort, improve service delivery and result in the priority outcome – Kansans with disabilities in meaningful jobs.

Our agencies' many community partners will be encouraged to apply for and enter into contracts with Rehabilitation Services / DCF to ensure that:

- The priority outcome of services they offer is meaningful employment.
- Their employment services staff are implementing proven models of job development, placement and supports.
- Long-term supports are available to meet the needs of our mutual clients in the event they are no longer able to work or their employment is at risk.

This project builds upon this administration's commitment to improving the lives and standing of our state's most disadvantaged citizens. By matching our mutual clients' education, skills, abilities and interests to the needs of our state's businesses, the lives of the newly employed will be enriched as they pursue their dreams. Our state will enjoy a stronger more stable workforce. Our citizens will be asked for fewer of their resources to maintain our public assistance programs.

End-Dependence Kansas includes the following components:

- Funding for this project comes from the Vocational Rehabilitation annual formula grant under Title I of the Rehabilitation Act of 1973, as amended and current available state general funds. The match rate is 78.7% Federal to 21.3% State.
- The five agencies partnering will establish data sharing protocols and use agreements.
- The Department for Children and Families will be the lead agency and all contracts and resources will be managed, monitored and directed by Rehabilitation Services (RS) in accordance with requirements of the Rehabilitation Act of 1973, as amended.
- Each agency has appointed representatives to participate in a project oversight panel to ensure cooperation, sustainability and program accountability.
- The project will invite stakeholders to participate in an advisory capacity in the coming weeks to advise the agencies and oversight panel in matters of service delivery, outreach and employer development and the elimination of barriers to collaboration between the agencies, community partners and other initiatives.
- Within the next 60 days the project will enter into a contract for Technical Assistance, Training and Evaluation to facilitate the capacity building, training, guidance and supports to local partners and evaluation of the project.
- Within 180 days the project will receive requests for funds from community partners through a competitive Request for Proposals process. Following the assessment of the proposals, RS will enter into performance-based contracts with project partners to build capacity to employ and maintain staff and organizational changes immersed in the practice of job development, job placement, employment supports and long-term assistance to Kansans with disabilities.. All project partners will be taught and required to adhere to proven, evidenced-based employment search, placement and support models. Those models include:
 - Individualized Discovery for persons with significant intellectual and developmental disabilities.
 - Individual Placement and Supports for persons with severe or severe and persistent mental illness.
 - Progressive employment for Kansans with significant physical, sensory and other disabilities.
- The End-Dependence project will dovetail with the efforts of KDADS, Commerce, KDHE and Corrections in their recent receipt of funding to substantially increase the numbers of Kansans with disabilities in meaningful employment. Those efforts include;
 - KDADS new IPS grant.
 - Commerce new DEI grant: a three-year federal project to improve postsecondary/credential training and employment placement of individuals with disabilities.
 - Commerce new Corrections grant: a one-year initiative to provide credentials/college credit in Advanced Systems Technology to women incarcerated at Topeka Correctional Facility
 - Demonstration pilots proposed by KDHE in its KanCare Waiver amendment.
- Populations targeted in the effort are:
 - Individuals receiving or pursuing services through one of the Home and Community Based Services Medicaid waivers.

- Individuals experiencing new or more significant disabilities who choose to pursue re-employment instead of social security or other disability benefit programs.
- Individuals with severe or severe and persistent mental illness who struggle to obtain or maintain employment.
- Youth with disabilities exiting high school and who choose to pursue employment or post-secondary education leading to employment.
- At least 2,000 additional Kansans with disabilities will have jobs that improve their lifestyle, their health and integration in their home communities.
- Kansas employers will have 2,000 new skilled, loyal and committed workers.
- The state will benefit by having 2,000 additional Kansas wage earners, taxpayers and fully participating citizens in our communities.

There is no more important goal for Kansas government but to improve the lives of ALL our citizens.

IMPORTANT FACTS

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Additional considerations

- Employers need a qualified, loyal and dependable workforce. The Kansas Department of Labor reports there are nearly 45,000 open positions across Kansas.
- 10.3% of working age (18-64) Kansans are persons with disabilities – this is 177,988 people according to the Disability Statistics Compendium.
- Kansans with disabilities are the largest untapped labor force we have. People with disabilities are less likely to be employed than their non-disabled peers.
 - Nationally in 2013, 17.6% of people with disabilities were employed, compared to 64% of those with no disability.
 - In 2013, 34 % of workers with disabilities were employed part time, compared with 19% of those with no disability.
 - At all levels of education, persons with a disability were much less likely to be employed than their counterparts with no disability.
 - This low employment rate is consistent across all age groups. The percent of people with disabilities employed is less than half of that for their non-disabled peers.
- The unemployment rate of people with disabilities is higher than for those with no disability. (Unemployed persons are those who did not have a job, were available for work, and were actively looking for a job in the four weeks preceding the survey.)
 - In 2013, 13.2% of people with disabilities nationally were unemployed, higher than the 7.1% rate for persons with no disabilities.
- Persons who are not employed and who do not meet the definition of unemployed, are considered “not in the labor force.”
 - A large proportion of people with disabilities —about 8 in 10— were not in the labor force in 2013, compared with about 3 in 10 persons with no disability

Sources: U.S. Census Bureau, The Economics Daily, June 26, 2014
Bureau of Labor Statistics, Labor Force Characteristics, June 11, 2014

- Reduced levels of employment and high unemployment diminish economic security and independence for people with disabilities and result in higher use of public benefits.
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- The federal poverty level is \$972.50 per month for one person.
- Dependence on the publicly funded benefits programs requires a person with a disability to stay in poverty. Programs include cash assistance, SNAP, subsidized housing, Medicaid, etc.
- The average Supplemental Security Income (SSI) monthly payment nationally is \$536.14 as of August 2014, significantly less than the federal poverty level.
- The average Social Security Disability Insurance (SSDI) monthly payment is \$1,000.55 as of August 2014, only about \$28 a month above the federal poverty level.
- Young people with disabilities who exit high school (age 18) and are on SSI will spend an average of 27 years on SSI. In Kansas, there are 55,211 individuals ages six to 21 receiving special education services, with about 4,500 exiting high school each year. The importance of helping these young citizen gain an early attachment to employment instead of relying on benefits is essential. (Source: Disability Statistics Compendium)
- During their first full year of work, the 1,707 Kansans with disabilities who achieved employment through VR services in FFY 2013 will generate approximately \$22.3 million in new wages, a substantial contribution to the Kansas economy.
- For each dollar earned as a result of a VR placement, there is about \$1.66 in total earnings through the economy.*
- As a result, for each person employed, there are about 1.85 total jobs created in the overall economy.
- Employment improves both physical and mental health.*
- Costs of public benefits decrease and peoples' earned income become the largest percentage of resources.
- Kansas Working Healthy and WORK programs demonstrate that Medicaid costs (inpatient & outpatient) go down 22% compared to the costs prior to being employed.

*Study completed by Wichita State University.

I. EXECUTIVE SUMMARY

Kansas recently launched the sweeping and progressive End-Dependence Kansas initiative, a five-year \$25 million collective effort aimed at assisting individuals obtain and maintain competitive, integrated, and sustainable employment through evidence-based practices (EBPs). Rehabilitation Services (RS), a division of the Department for Children and Families (DFC), seeks assistance from a contracted vendor to help implement, expand, and sustain the use of EBPs to improve employment services and outcomes for Kansans with disabilities.

The Right Experience

This effort requires a vendor with: a strong understanding of vocational rehabilitation (VR) services; expertise in VR and other disability employment EBPs; ability to effectively and efficiently train direct service community partners; experience in collecting and analyzing performance and cost data; and a strong understanding of the Kansas VR system. PCG is that vendor, as demonstrated by the following:

- **National thought leadership and experience in disability services and employment** – PCG brings unique and extensive experience providing thought leadership and consulting in disability and employment services. We have worked with numerous states, workforce boards, and employers in various capacities – from designing service delivery systems, to creating provider oversight and payment structures to brokering employment for individuals.
- **Extensive experience working with VR agencies and community partners** – We have worked with VR agencies and direct service providers in a number of states including Illinois, Ohio, New Jersey, Florida, Connecticut, and most recently, Kansas. We offer a unique perspective that includes an understanding of the components of successful service provision, as well as the financial challenges that both agencies and providers face. We look to leverage this knowledge as we implement and maintain training, technical assistance, and data collection activities that promote successful service delivery.
- **Partnerships with multiple leaders in the EBPs required for this engagement** – PCG and its partners offer Kansas nationally and internationally renowned researchers committed to developing and advancing evidence-based practices to increase the hiring and retention for individuals with disabilities. The proposed project team includes a former director of a state developmental disability system, a former nonprofit human services agency executive director, as well as nationally recognized subject matter experts in IPS, Customized Employment/Individualized Employment and Progressive Employment service delivery models.
- **Strong background in providing the core components of this engagement with a variety of health and human services agencies** – In each of the four primary components of this engagement (Project Management, Training and Technical Assistance, Evaluation, and Reporting), we have wide-ranging experience on many different levels. We've standardized a number of processes critical to training and technical assistance, data collection, and stakeholder management. We'll leverage existing tools and lessons learned from prior engagements to ensure End-Dependence Kansas is a success.
- **Prior experience working with Kansas RS** – We performed a comprehensive program evaluation for RS in 2013, which consisted of collecting programmatic, financial, and level-of-effort data from over one hundred direct service community partners. A number of the project team members included in this proposal were involved in the 2013 program evaluation, allowing us to hit the ground running for this initiative.

The Right Approach

In section III. Response to the Requirements, we present a detailed methodology that focuses on the core components of this engagement: Project Management, Training and Technical Assistance, Evaluation, and Reporting. Our efforts focus on strong leadership and collaboration with all stakeholders – Project Oversight Panel, RS staff, community partners, and others – and we will leverage the subject matter expertise of our proposed partners.

The first component of this engagement, **Project Management**, leverages a well-developed management control process based on Project Management Institute (PMI) guidelines to ensure all performance standards are met. Thorough project planning, task and activity tracking, established quality assurance processes, and data confidentiality procedures are all factors critical to the project's success. We propose an End-Dependence **Strategic Advisory Committee**, comprised of PCG experts in employment services, business and workforce development, and disability services, along with some of our partners in this engagement, to assist with the initial and ongoing strategic planning for this engagement.

Throughout this engagement, we will ensure all elements of the Project Management component are thoroughly addressed. This includes holding weekly status meetings with RS to keep the team apprised of the project's status and resolve challenges, establishing data sharing agreements with the other agencies involved in End-Dependence Kansas, holding strategic planning sessions with key stakeholders, and assisting with the RFP process for direct service contractors.

Training and Technical Assistance, the second component of this engagement, leverages the knowledge of our partners in order to best support the implementation and maintenance of the three required EBPs: Individualized Discovery/Customized Employment, Individual Placement and Supports (IPS), and Vermont Progressive Employment (VTPE). Beginning with the Needs Assessment and Intensive Training Conference, and continuing with on-going technical assistance, we will dedicate all the resources necessary to ensure community partners are equipped with the tools and knowledge to help the individuals they serve succeed.

We will work closely with RS and the Project Oversight Panel to establish training plans and timelines, create an effective Curriculum Toolkit, as well as provide trainings and webinars for newly hired staff. Our proven technical assistance methodologies will make certain all community partners are properly supported. We will also routinely survey community partners on the effectiveness of training materials and update materials accordingly.

The third component of this engagement, **Evaluation**, focuses on the collection of performance data, cost, and training and technical assistance data. We begin with identifying key outcomes in order to inform the development of the data collection tools. Our vast experience with direct service provider data collection means we understand the burden that the data collection will place on community partners. We will develop the most user-friendly tools possible and provide extensive training materials so community partners feel comfortable and supported.

We will also collect performance data to ensure community partners are meeting their contract measures and to measure the fidelity to the EBP. We will capture baseline data for all community partners for performance prior to the End-Dependence Kansas contract. Baseline data will allow us to better understand and measure the change in performance over time. Additionally, per the RFP, we will collect cost data from community partners annually.

Lastly, for the **Reporting** component of this engagement, we will conduct a number of reporting activities, including: quarterly reports covering accomplishments, barriers to success, proposed course corrections, and recommendations; annual reports that summarize yearly activities and metrics; and a final contract report at the end of the engagement.

The Right Team

For this project, we have selected a highly qualified team to lead RS and its partner agencies through the End-Dependence Kansas initiative. A few of the highlighted staff:

- **Nathan Grossman** will serve as the **Engagement Manager**. He brings over 14 years and extensive experience across health and human services agencies, including projects involving rehabilitative services programs, including program administration, training and technical assistance, financial and program analysis, and rate development. Mr. Grossman was also the engagement manager for the program evaluation performed in 2013 for RS.
- **Bill Shutt** will serve as the **Implementation Project Manager** for this engagement. He brings over 25 years of human services project management, training and rehabilitation services case management to the project. Mr. Shutt is an operations manager for PCG with significant program experience in child welfare, foster care, independent living services, and mental health.
- **Cathy Anderson**, a subject matter expert, will serve as the **Implementation Design Lead** on the Strategic Advisory Committee. Ms. Anderson has 25 years of state government service where she was the state director of intellectual and developmental disability agencies in the states of Nebraska, Iowa and most recently the District of Columbia. Additionally, her experience includes working collaboratively across state and local agencies and departments for vocational rehabilitation agencies and child and family services.
- **Dr. Paul Wehman (VCU)**, currently a Professor of Physical Medicine, Rehabilitation and Chairman of Rehabilitation Research with a joint appointment in the Departments of Special Education and Disability Policy and Rehabilitation Counseling, is a subject matter expert in supported employment. Dr. Wehman helped pioneer the development of the Individualized Discovery/Supported Employment model and will bring valuable knowledge and expertise to the Training and Technical Assistance component of this engagement.
- **Psychiatric Research Center (PRC) at Dartmouth College**, nationally recognized experts in Individual Placement and Support (IPS) Supported Employment. The PRC will provide training and technical assistance related to IPS, using “train the trainer” sessions with the RS Technical Assistance Liaisons. RS Technical Assistance Liaisons, as well as staff at direct service providers will also have access to PRC’s online distance learning courses and other online resources as appropriate.
- **Dr. Dennis Moore (Wright State University)** will provide training and technical assistance related to the Progressive Employment model. Even more specifically, he will provide assistance to develop fidelity measurements and monitoring tools for progressive employment.
- **Social Solutions Global, Inc.** will provide the Efforts-to-Outcomes (ETO) Software which is the industry-leading, outcomes-oriented case management and data-tracking software for Workforce Services. This portion of our proposal should be considered separate from our overall response, as it directly addresses the state’s interest in implementing real-time data collection functionality. PCG Human Services’ extensive expertise in disability and workforce services supported by ETO Software’s powerful SAP Business Objects Reporting and Analytics platform gives Kansas a comprehensive support and technical assistance.

A complete organizational chart for this engagement, as well as detailed biographies for each proposed team member, can be found in section V. Staffing and Partners.

The Right Vendor for End-Dependence Kansas

We have a lot to offer RS in this engagement: extensive disability and workforce development expertise, past involvement with multiple vocational rehabilitation agencies, experience collecting programmatic and cost data from direct service providers, and partnerships with nationally-recognized experts in disability employment services, VR and EBPs. However, we also strongly support the overall message of End-Dependence Kansas: integrated, competitive, and sustainable employment for all individuals, regardless of disability.

With the proper support, states have an amazing opportunity to help individuals with disabilities obtain meaningful employment. We can provide Kansas with the necessary support system, and work with all involved stakeholders, to carry out the End-Dependence mission and improve the employment outcomes for individuals with disabilities.

The following section, *a. Crosswalk to TPR Requirements*, references the requirements of this TPR and the page number of each within our response.

a. Crosswalk to TPR Response Requirements

<u>TPR Requirements</u>	<u>Requirement Page Number</u>	<u>Addressed?</u>	<u>Proposal Page Number</u>
Section B. Statement of Work – Responding to the TPR (page 8 of RFP)			
Describe a plan to assure ongoing and consistent communication and coordination with RS	8	✓	Pg. 15 - 18
Demonstrate its understanding of the VR program	8	✓	Pg. 7 - 12
Describe experience and expertise related to the delivery of training and technical assistance, the ability to develop training materials, and the ability to implement a robust research and evaluation component.	8	✓	Pg. 29 - 33 Pg. 37 - 42 Pg. 48 - 50
Identify key project personnel, consultants and subcontractors, including their qualifications and experience as it relates to End-Dependence Kansas	8	✓	Pg. 62 - 73
Describe its ability to secure the ongoing services of national level experts in evidence-based practices.	8	✓	Pg. 23 - 25 Pg. 51 - 52
Provide a detailed timeline for the first project year. A timeline for project years 2-5 may be more general.	8	✓	Pg. 76 - 78
Provide a detailed budget proposal	8	✓	Pg. 76 - 78

Section D. Proposal and Basis for Award (page 9 of RFP)			
The names and resumes for all individuals on Contractor team for the work identified in the TPR and the task(s) to which each person will be assigned. Only submit resumes of persons who are available and will actually be assigned to this TPR. Failure to comply will result in termination of award of this TPR. Resumes are to include a minimum of two references (with contact name and current telephone number) for work performed for similar projects.	9	✓	Attachment C: Resumes
Hourly rate for each skill classification.	9	✓	Pg. 74
Estimated length of Project Number of days per week Estimated number of hours per week	9	✓	Pg. 74
Payment Schedule	9	✓	Pg. 74
A reference to this TPR number	9	✓	Transmittal Letter
Contractor shall acknowledge receipt, understanding and acceptance of the Human Resource Policies listed in Attachment A.	9	✓	Transmittal Letter
Contractor shall complete and submit the Confidentially Agreement (Attachment B) and the Security Clearance Form (Attachment C) for each proposed candidate.	9	✓	Attachment D: Confidentiality Agreements Security Clearance Forms will be submitted after notice of award, per answers to our submitted questions.

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*Study completed by Wichita State University.

VI. Project Budget and Timeline

VI. PROJECT BUDGET AND TIMELINE

On the following pages, please find PCG's proposed budget and work plan, which includes a breakdown of the engagement phases along with their respective tasks, anticipated timeframes, total hours, and associated costs. In adhering to the TPR section D. **Proposal and Basis for Award**, PCG also includes the following information related to our anticipated work plan and budget:

Hourly Rate for Each Skill Classification

The following hourly rates were used to develop the expected staff costs in PCG's proposed budget and work plan:

Skill Classification/Project Role	Hourly Rate
Engagement Manager	\$280
End-Dependence Strategic Advisory Committee (average)	\$270
Implementation Design Lead	\$223
Implementation Project Manager	\$142
Operations Manager	\$128
Operations Support	\$65
Operations Team (average)	\$208

Estimated Length of the Project

Based on the proposed work plan and budget outlined on the following pages, PCG expects the project to begin on March 1, 2015 and end on April 30, 2019.

Number of Hours per Week and Estimated Number of Days per Week

For this engagement, we are proposing a minimum of two fully-dedicated staff. This is assuming a 40-hour work day and a five day work week. The total number of hours for Year 1 is 3,869 which translates to project staff dedicating a combined 74 hours per week. The total annual hours for Years 2 – 5 is 3,439 which translates to project staff dedicating a combined 66 hours per week.

Payment Schedule

The payment schedule for this engagement consists of monthly invoices. The invoice amount will be the total amount for that particular year divided by the number of months in the year.

Project Budget and Timeline

The table on the following page displays the costs for this engagement for year one, the annual costs for years two through five, and the total project cost.


Project Period	Amount
Year 1	\$629,930
Year 2	\$559,679
Year 3	\$570,873
Year 4	\$582,290
Year 5	\$593,936
Total Project Cost	\$2,936,708

On the following pages, please find our proposed budget and work plan details. The work plan is divided into two primary sections:

- Budget and Work Plan for Year 1 of Engagement, and
- Budget and Work Plan for Years 2 through 5 of the Engagement.

We are happy to provide additional information to RS related to the budget, work plan or any other part of this proposal.

Budget and Work Plan for Year 1 of Engagement

 Kansas Department for Children and Families - Rehabilitation Services TPR #2014-0006				
#	PROJECT PHASE/TASK	START DATE	END DATE	TOTAL HOURS
Year 1 of Engagement				
I.	Project Management			
1	Project Kick-off and Initiation			
1.1	Conduct Project Kick-off	3/2/2015	3/2/2015	40
1.2	Draft & finalize list of key stakeholders, including contact information	3/2/2015	3/6/2015	10
1.3	Develop & finalize Communication Plan	3/2/2015	3/9/2015	10
1.4	Develop & finalize Project Timeline	3/2/2015	3/9/2015	8
1.5	Develop & finalize Risk Management Plan	3/2/2015	3/9/2015	10
2	Transfer of Knowledge and Relevant Documentation			
2.1	Submit Initial Data Request	3/9/2015	3/9/2015	7
2.2	Obtain and review relevant documentation	3/16/2015	3/20/2015	28
2.3	Develop Data Dashboard and data sharing process with stakeholders	3/2/2015	3/27/2015	74
3	Procurement Activities for Direct Service Community Partners			
3.1	Assist with Service Agreement language development	3/2/2015	4/3/2015	56
3.2	Assist with RFP development for direct services	3/2/2015	4/3/2015	53
3.4	Assist with review and evaluation of RFP Responses	4/27/2015	5/8/2015	135
3.6	Select Direct Service Community Partners	5/8/2015	5/8/2015	31
4	On-Going Communication and Other Activities			
4.1	Conduct weekly status meetings with stakeholders, including detailed and up-to-date status report	3/2/2015	3/1/2016	321
4.2	Conduct periodic meetings with Project Oversight Panel	3/2/2015	3/1/2016	71
4.3	Maintain on-going communication with KanCare employment strategies	3/2/2015	3/1/2016	45
4.4	Hire necessary operations staff as needed	3/2/2015	3/1/2016	16
Hours				915
Cost				\$ 185,841
II.	Training and Technical Assistance			
5	Direct Service Needs Assessment			
5.1	Conduct Planning Activities for direct service Needs Assessment	3/2/2015	6/7/2015	18
a	Identify Community Providers to participate in focus groups	3/2/2015	5/15/2015	43
b	Develop focus group materials	3/2/2015	5/15/2015	152
c	Conduct focus groups with Community Providers	5/18/2015	5/22/2015	64
d	Synthesize and analyze focus group findings	5/25/2015	5/29/2015	51
e	Draft Needs Assessment Final Recommendations and present to RS Director	6/1/2015	6/1/2015	50
f	Finalize Needs Assessment	6/1/2015	6/1/2015	23
6	Training			
6.1	Establish statewide Strategic Planning Group	3/2/2015	5/1/2015	28
6.1	Develop Training Plan and Present to RS Director	3/2/2015	5/1/2015	56
a	Finalize Training Plan	5/1/2015	5/5/2015	10
6.2	Develop Training Timetable and Strategies and present to RS Director	5/1/2015	5/5/2015	41
a	Finalize Training Timetable and Strategies	5/5/2015	5/5/2015	11
6.3	Develop Training Tool Kit and Curriculum and present to RS Director	3/2/2015	6/12/2015	231
6.4	Develop New Worker Training Curriculum and present to RS Director	3/2/2015	6/12/2015	180
6.5	Preparation activities for Intensive Training Conference	3/2/2015	6/12/2015	63
a	Determine Conference Date, Location and Schedule of Events	3/2/2015	5/5/2015	6
b	Engage Project Oversight Panel on conference activities	3/2/2015	6/12/2015	81
c	Finalize Conference Materials	3/2/2015	6/12/2015	180
d	Notify stakeholders and providers about conference	5/8/2015	6/12/2015	80
6.6	Conduct Intensive Training Conference	6/15/2015	6/15/2015	72
7	Technical Assistance			
7.1	Conduct on-going technical assistance strategic planning sessions with RS staff and Technical Assistance Liaisons	3/2/2015	3/1/2016	66
7.2	Conduct on-going technical assistance strategic planning sessions with Direct Service Community Partners	3/2/2015	3/1/2016	66
7.3	Establish Technical Assistance Hot Line	3/2/2015	3/6/2015	1
7.4	Develop Listserv to serve as stakeholder forum	3/2/2015	3/20/2015	4
7.5	Provide technical assistance documents on RS website on an on-going basis	3/2/2015	3/1/2016	0
a	Conduct quarterly training and technical assistance webinars	3/2/2015	3/1/2016	135
b	Make webinars available online	3/2/2015	3/1/2016	2
8	On-going Training and Technical Assistance Activities			
8.1	Regularly survey providers on training materials relevance and effectiveness	3/2/2015	3/1/2016	18
8.2	Update training and technical assistance materials as needed	3/2/2015	3/1/2016	64
Hours				1796
Cost				\$ 317,419

III. Evaluation				
8	Initial Evidence-Based Practices Service Delivery and Rates			
8.1	Finalize essential components of effective service delivery models	3/2/2015	3/12/2015	33
8.2	Identify key outcome measurements related to service delivery for data collection	3/2/2015	3/12/2015	59
8.3	Recommend Service Agreement Language to be used during Procurement Activities	3/2/2015	4/3/2015	6
9	Data Collection			
9.1	Analyze information learned through the data request in Phase I	3/2/2015	4/3/2015	16
9.2	Develop & finalize Data Dictionary	3/2/2015	4/17/2015	14
9.3	Finalize all data collection components, including performance, cost and training & technical assistance data	3/2/2015	5/5/2015	13
9.4	Finalize performance data components	3/2/2015	4/17/2015	12
9.5	Create data collection tool(s) that capture information all three collection categories	3/2/2015	5/20/2015	107
9.6	Submit data collection tool(s) to RS Director for review	5/20/2015	5/20/2015	4
a	Finalize data collection tool(s)	5/27/2015	5/27/2015	12
9.7	Provide trainings and webinar specific to data collection	5/30/2015	6/30/2015	60
9.8	Distribute data collection tool(s) to Community Partners	7/1/2015	7/1/2015	10
a	Provide technical assistance throughout data collection period	7/1/2015	8/30/2015	132
9.9	Collect Cost Report and validate results	7/1/2015	9/30/2015	70
9.10	Analyze results	9/30/2015	9/30/2015	84
10	Evaluation and Monitoring			
10.1	Provide quarterly reports detailing Performance Outcomes	3/2/2015	3/1/2016	50
10.2	Provide annual reports related to financial and cost information	3/2/2015	3/1/2016	35
10.3	Monitor and research best practices	3/2/2015	3/1/2016	80
10.4	Monitor referral activity to Community Partners	3/2/2015	3/1/2016	90
10.5	Make adjustments to data collection instructional materials as needed	3/2/2015	3/1/2016	5
Hours				892
Cost				\$ 106,848
IV. Reporting				
11	Monitoring and On-Going Reporting			
11.1	Establish and execute Quarterly Reports	3/2/2015	3/1/2016	168
11.2	Establish and execute Annual Reports	3/2/2015	3/1/2016	98
Hours				266
Cost				\$ 24,822
Year 1 Hours				3,869
Year 1 Cost				\$ 634,930

Budget and Work Plan for Years 2 through 5 of the Engagement

Years 2 - 5 of Engagement				
V. Main Project Activities Years 2 - 5				
#	Project Task	Annual Cost	Annual Hours	
12	On-going status meetings and communication	\$ 37,685.00	269	
13	On-going meetings and communication with Project Oversight Panel	\$ 33,090.00	184	
14	Project Facilities and IT Support	\$ 45,700.00	0	
15	On-going direct service procurement activities	\$ 10,615.00	110	
16	Statewide Strategic Planning Group management	\$ 8,685.00	90	
17	On-going training activities, including annual conference, periodic webinars and updating training materials	\$ 51,829.00	487	
18	On-going technical assistance strategic planning sessions with RS staff and Technical Assistance Liaisons	\$ 40,664.00	453	
19	On-going technical assistance strategic planning sessions with Direct Service Community Partners	\$ 17,255.00	189	
20	Provide technical assistance documents on RS website on an on-going basis	\$ 13,115.00	135	
21	Conduct quarterly training and technical assistance webinars	\$ 9,650.00	125	
22	Regularly survey providers on training materials relevance and effectiveness	\$ 14,475.00	150	
23	Update, distribute, collect, and analyze data collection tools	\$ 46,855.00	451	
24	Provide quarterly reports detailing Performance Outcomes	\$ 10,280.00	100	
25	Provide annual reports related to financial and cost information	\$ 14,323.00	94	
26	Monitor and research best practices	\$ 14,475.00	150	
27	Monitor referral activity to Community Partners	\$ 8,685.00	90	
28	Execute Quarterly Reports	\$ 19,300.00	200	
29	Execute Annual Reports	\$ 11,674.00	100	
30	Produce Final Contract Report	\$ 13,350.00	62	
		Annual Hours	3,439	
		Year 2 Cost	\$ 559,679	
		Year 3 Cost	\$ 570,873	
		Year 4 Cost	\$ 582,290	
		Year 5 Cost	\$ 593,936	
		Years 2 - 5 Total Cost	\$ 2,306,778	
PHASE DESCRIPTION		DATES	HOURS	COST
I	Project Management		915	\$ 185,841
II	Training and Technical Assistance		1,796	\$ 317,419
III	Evaluation		892	\$ 106,848
IV	Reporting		266	\$ 24,822
V.	Main Project Activities Years 2 - 5		3,439	\$ 2,306,778
TOTAL PROJECT COST				\$ 2,941,708

Rehabilitation Services
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Topeka, KS 66603



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www.dcf.ks.gov

Phyllis Gilmore, Secretary

Sam Brownback, Governor

MEMORANDUM

To:	DCF Executive Officers	Date:	May 3, 2015
From:	Michael Donnelly, Rehabilitation Services (RS) Director	Subject:	End-Dependence Kansas Training, Technical Assistance and Evaluation – Contract

Attached for your review and for the Secretary's signature is the above referenced document.

1. **Purpose of Document:** What does this document accomplish? Does it represent a RFP, Contract, or Grant?

RS requests permission to contract with the Public Consulting Group (PCG), Boston, for the training, technical assistance and evaluation component of the End-Dependence Kansas initiative.

2. **Term; New/Renewal:** State terms of the agreement and if is amendment, new or renewal.

This would be a new contract. End-Dependence Kansas is a 5-year direct service initiative. This TPR represents 6 years to allow the successful bidder to ramp up prior to selection of the direct service contracts and to complete evaluation of the project after completion of the direct service contracts.

3. **Justification:**

End-Dependence Kansas is a project to improve employment outcomes of organizations in Kansas providing job preparation, placement and supported employment services to Kansans with disabilities. Leading experts in evidence-based employment services models will train and support expansion of tried and tested models of service. The initiative is supported/sponsored by DCF, Commerce, Corrections, Health and Environment, and Aging and Disability Services.

In November 2014, RS used the Task Proposal Request (TPR) process to solicit bids from the eligible companies and organizations on the state master contract for Program Evaluation. PCG submitted a comprehensive proposal clearly meeting the requirements of the TPR. Following a telephone interview with PCG, RS staff, and Grants/Contracts staff, we recommend that the PCG proposal be accepted and that the contract be approved.

Approval of this contract is a critical first step in implementing the End-Dependence Kansas initiative. Next steps will include:

- Issuing a Request for Proposals for the direct service contracts. Since vocational rehabilitation funds may not be sub-granted, this RFP will be required to go through the State's contracting process.
- Identifying and implementing options for the RS staff augmentation necessary to carry out the initiative.

4. **Program Contact:** Michael Donnelly

5. **Agency Vision:** How does this grant/contract fit in with the Agency Vision?

- a. Strengthen and preserve families (healthy marriage, fatherhood, enhancing adoption)
- b. Remove disincentives to marriage
- c. Facilitate prompt private sector employment
- d. Collaboration with community and faith-based organizations (including schools, churches, businesses, and community organizations)
- e. Exhibit strong system of accountability within the agency

This initiative is focused on increasing the number of Kansans with disabilities participating in the workforce and decreasing their reliance on public assistance programs, e.g., Medicaid, SSI or SSDI, SNAP, etc. RS expects to support 2,000 Kansans to pursue and engage in competitive integrated employment thereby increasing the number of Kansans with disabilities who take personal responsibility for their income. Direct services will be provided in collaboration with community organizations. The use of evidence-based practices and accompanying fidelity measures, along with a strong program evaluation component through the PCG contract will help assure strong accountability.

6. **Fiscal Information:**

- a. What is the total cost of this grant or contract? SGF, Other State Funds, Federal Funds, and All funds?
- b. Is this a new grant or contract or a renewal?
- c. What is the current amount budgeted for this grant or contract? SGF, Other State Funds, Federal Funds, and All funds?
- d. If there is an increase in costs or if a new grant or contract, what is the source of the additional resources?
- e. Was another grant or contract eliminated or reduced to fund this? If so, please identify which one.
- f. Where will these expenditures be recorded in SMART (Dept ID and Program)?

The overall cost of the End-Dependence Kansas initiative will be \$25 million.

This contract with PCG will total \$3,606,708 over 5 years, or about 14% of the overall project budget. The cost includes \$670,000 targeted toward establishing and maintaining a data tracking system which the direct service providers will use to report milestones and outcomes to RS. Such data tracking is an essential component to the eventual evaluation of performance, and analysis of long-term policy/funding options regarding employment strategies.

The federal funds committed are VR Title I funds (78.7%) that would otherwise be returned to the US Department of Education. Match funds for the first 1+ years have been contributed by KDADS and Commerce.

SMART department and program IDs will be established.

7. **Cost Allocation:** For cost allocation purposes, the following information is requested. Who or what will benefit from this grant or contract? This question is being asked to make sure the costs are borne by the correct State or Federal program(s). It can be answered in a variety of ways depending upon the nature of the goods or services being purchased. Please **answer the one question from the three below** that best fits this particular grant or contract.

- a. If you know the programs (or client populations) that will benefit, name them (food stamps, medical, child care, foster care, vocational rehabilitation, etc.):
- b. If this is for a purchase of administrative support, what business area(s) will utilize the support (Executive, Operations, Human Resources, IT, CSE, Regions, etc)?
- c. Will the use of this good or service be limited to specific DCF staff? If so, name them (EES workers, Social Services workers, PRC, CSE, accounting staff in Operations, Organizational Development staff, etc.):

The direct service providers, to be selected through a competitive RFP, their staff, and RS/DCF employment services staff will benefit from the training and technical assistance on evidence-based employment strategies. This contract will improve the capacity of the disability employment system as a whole (state and community partners) to support competitive, integrated employment outcomes of persons served.

All clients served must be determined eligible for VR services and be served under an approved Individual Plan for Employment as directed by the Rehabilitation Act of 1973, as amended.

8. **Authority:** What/who is the funding authority for this program? (Federal/state; statutory/appropriations authority)

a. What is the specific federal or state program from which this originates?

Title I Vocational Rehabilitation, as authorized through the Rehabilitation Act of 1973, as amended.

b. What are the specific goals, restrictions and requirements of this federal or state program that this grant or contract meets?

Increased competitive, integrated employment outcomes for Kansans with disabilities; reduced reliance on public assistance; greater self-sufficiency and personal accountability through employment.

c. When must this funding be used or obligated?

SFY 2015 and thereafter for the period of the initiative.

d. Could these funds be used differently to better meet the strategic objectives of DCF?

This initiative is in alignment with the strategic objectives of DCF to promote employment and personal responsibility, to reduce reliance on public assistance, and to partner with community agencies in service delivery.

e. Any state matching funds commitment?

21.3%. Match funds for the first 1+ years have been contributed by KDADS and Commerce.

f. Any agency FTE commitment (new or ongoing?)

1 unclassified project manager, plus direct service staff in regional offices (unclassified or staff augmentation)

g. If funding is from a private grantor, what is the over-arching mission of the funder?

NA

9. **Vendor or Contractor Information**

a. How long has this program/agency operated and how long has DCF provided funding?

PCG is a management consulting firm that primarily serves public sector education, health, and human services clients. PCG was established in 1986. PCG is on the state master contract list. Previously, RS contracted with PCG in 2013-2014 to conduct the program evaluation and rate study for job placement, vocational evaluation and other employment services purchased under service provider agreements.

- b. Does this vendor represent the one who received the top score from the Peer Review Panel? If not, explain the reason why.

PCG was the only organization to respond to this TPR. RS staff conducted a thorough review of the proposal. RS and Grants/Contracts staff conducted a telephone interview. RS also has previous very positive experience with the work, commitment and outcomes of PCG based on our cost study. Therefore, for all of these factors, RS is confident that PCG has the expertise and capacity to carry out the requirements of this contract.

- c. How long has DCF provided funding for the particular purpose of this grant or contract?

This is a new initiative.

- d. How has Agency funding changed over time, and how has funding for this grant or contract changed over time?

NA

- e. What other funding sources does the agency have to support this project/program?

KDADS and Commerce have provided matching funds to begin the project.

- f. Why a grant or contract of this length? Could it be shorter?

This is a significant systems change for community service providers. Experience with the GEI project, which was for two-years, demonstrated that a longer time period is needed to achieve fidelity and sustain the desired improvements in the service delivery system.

- g. What are the consequences if this isn't approved now?

Reduced ability to implement evidence-based practices to increase the quality and quantity of employment outcomes. Inability to move forward with the direct service component of End-Dependence Kansas. Overall, the absence of this project will inhibit the ability of the VR program to provide effective employment services statewide to the most hard to place clients we serve. Recent changes in HCBS service settings will require individuals currently served in congregate non-integrated settings to be referred to VR to explore competitive integrated employment thereby increasing caseloads and leaving VR with an ill-equipped provider network for placement and support services. WIOA requirements also increase VR responsibilities with the harder to place populations.

10. Ensuring An Appropriate Vendor Selection and Management Process

- a. Was there (or, Do you plan...?) a competitive process to select this vendor/grantee/contractor?

The standard TPR process was used.

- b. If there was no (or, If you do not propose a...) competitive process through the Department of Administration or DCF (i.e., sole source), what is the justification to consider only this vendor/grantee/contractor?

NA

- c. Are there others who could provide this same service?

NA

d. If this is an amendment to an existing grant or contract, why wasn't this incorporated in the original agreement? What changed to necessitate this amendment?

NA

e. What history does this vendor have in seeking/obtaining contract amendments?

At the request of RS, there were two minor contract revisions requested by Rehabilitation Services when PCG was working on the cost study.

11. Accountability and Outcomes

a. What outcomes are the vendor/grantor/grantee required to meet?

The TPR and PCG response specify detailed requirements in the scope of work section.

b. If this is a recurring contract or grant, how has this particular vendor/contractor/grantee performed in past years?

Performance of PCG was exceptional as related to our cost study.

c. What are the accountability mechanisms if outcomes aren't met?

Ongoing funding is dependent on achieving project expectations.

d. What information indicates that the contractor or grantee is financially viable?

Please contact Michael Donnelly at 368-8204 if you have further questions.

**FFATA - FEDERAL SUB-RECIPIENT v.
VENDOR DETERMINATION CHECKLIST**
Reference OMB Circular A-133.210

DCF Program	Rehabilitation Services
DCF Program Contact	Michael Donnelly or Peg Spencer
DCF Contract or Grant Number	To be established by Operations (TPR 2014-0006)
CFDA Number	84.126A
Federal Grant Award Number	H126A
Awarded To (Agency Name)	Public Consulting Group
Awardee Address (including 9-digit zip code)	148 State Street, 10 th Floor, Boston MA 02109
Awardee DUNS Number	18-282-6909
Award Amount Requested	\$3,606,708
Amended Award Amount (if applicable)	
Award Period (from/to)(mm/dd/yyyy)	From 07/01/2015 to 06/30/2020
Purpose of the Award	Training, technical assistance and evaluation for the End-Dependence Kansas initiative

Determination of Sub-Recipient versus Vendor

For each statement, indicate whether it applies to this award.

Yes	No	Characteristics indicative of a Federal award received by a SUB-RECIPIENT	Basis for Determination (include reference information as available)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Federally Funded? (In Part or Whole)	<i>If no federal funds are to be expended (i.e. 100% state funded), stop here and submit this form to your OGC Grant & Contract Specialist as part of your Concurrence package, or otherwise as needed.</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Determines who is eligible to receive what Federal financial assistance.	This is a training, technical assistance and evaluation contract, and is not involved in determining eligibility.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Has its performance measured against whether the objectives of the Federal program are met.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Has responsibility for programmatic decision-making.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Has responsibility for adherence to applicable Federal program compliance requirements.	All contractors are expected to adhere to pertinent federal compliance requirements, but it is RS as the state agency that has the ultimate responsibility..
<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Uses the Federal funds to carry out a program of the organization (as compared to providing goods or services for a program of the pass-through entity).	

Yes	No	Characteristics indicative of a payment for goods and services received by a VENDOR	Basis for Determination (include reference information as available)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Provides the goods and services within the normal business operation.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Provides similar goods and services to many different entities within the normal business operation.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Operates in a competitive environment.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4. Provides goods or services that are ancillary to the operation of the Federal program.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. Is not subject to compliance requirements of the Federal program.	

If determined to be a **SUB-RECIPIENT**, attach Grantee Agency's Five Most Highly Compensated Executives form to this document before signing and submitting to your DCF OGC Grant & Contract Specialist for signature.

If determined to be a **VENDOR**, sign and submit this form to your DCF OGC Grant & Contract Specialist for signature.



FFATA - FEDERAL SUB-RECIPIENT v.
VENDOR DETERMINATION CHECKLIST
Reference OMB Circular A-133.210

Form OGC-4002
REV 07/14

PROGRAM DETERMINATION

Based on a review of the information provided, this relationship with this organization has been determined to be a:

- ☐ Sub-Recipient relationship (a determination of Sub-Recipient will also impact whether or not an audit in accordance with OMB Circular A-133 may be required)
- ☒ Vendor relationship

Basis for decision: Please refer to checklist on previous page.

DCF Program

Manager Signature:

Reg Spence

Date: 10/14/2015

OFFICE OF GRANTS & CONTRACTS (OGC) DETERMINATION

Based on a review of the information provided, this award has been determined to be a:

- ☐ Sub-Recipient relationship
- ☐ Vendor relationship

Basis for decision:

DCF OGC Director

Signature:

Date:

If there are differences between the determinations made by the Program and OGC, discussions between the two should occur to try and resolve. If a resolution cannot be reached, the determination will go to a final review team.

FINAL REVIEW TEAM DETERMINATION

This group shall consist of two representatives from Program, one representative from OGC, and one representative from the DCF Office of Audit Services.

Based on a review of the information provided, this award has been determined to be a:

- ☐ Sub-Recipient relationship
- ☐ Vendor relationship

Basis for decision:

Audit Director

Signature:

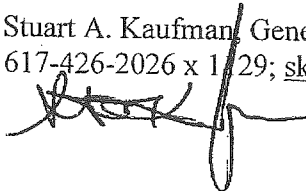
Date:



Public Focus. Proven Results.™

MEMORANDUM

To: Michael Donnelly
Director
Rehabilitation Services
Kansas Department for Children and Families

From: Stuart A. Kaufman General Counsel and Compliance Officer
617-426-2026 x 1129; skaufman@pcgus.com


RE: Debarment Memorandum
Rehabilitation Services End-Dependence Kansas Project

Date: October 9, 2015

This memorandum attests to the fact that we, the Public Consulting Group, are in compliance with the debarment requirements for the contract award noted above. A search was conducted on today's date at <http://www.sam.gov/portal/public/SAM>, which contains a list of parties debarred and excluded from federal procurement and non-procurement programs. Neither the Public Consulting Group nor the staff of the Public Consulting Group are on the list.



Sam Brownback, Governor
Nick Jordan, Secretary

www.ksrevenue.org

CERTIFICATE OF TAX CLEARANCE

Public Consultion Group

ISSUE DATE

10/14/2015

TRANSACTION ID

TNS6-KA7S-4BHM

CONFIRMATION NUMBER

CJ5G-FRB6-CM8C

TAX CLEARANCE VALID THROUGH 01/12/2016

*Verification of this certificate can be obtained on our website, www.ksrevenue.org,
or by calling the Kansas Department of Revenue at 785-296-3199*